

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CROSSINGBRIDGE ADVISORS LLC,

Plaintiff,

v.

CARGILL INTERNATIONAL TRADING PTE  
LTD.,

Defendant.

24-CV-9138 (RA)

ORDER

RONNIE ABRAMS, United States District Judge:

During oral argument on Defendant’s motion to dismiss earlier today, the Court raised the question of whether Defendant’s motion requires the Court to interpret the Subscription Agreement under Canadian law.


“Canada, like the United States, requires that unambiguous contracts be interpreted without recourse to evidence beyond the four corners of a contract.” *Veleron Holding, B.V. v. Morgan Stanley*, 117 F. Supp. 3d 404, 426 (S.D.N.Y. 2015) (citing Canadian Encyclopedic Digest—Contracts § IX.2.(b)). Additionally, “[u]nder Canadian law, unambiguous words in a contract should be given their literal meaning unless to do so would result in an absurdity.” *1337523 Ontario, Inc. v. Golden State Bancorp, Inc.*, 163 F. Supp. 2d 1111, 1116 (N.D. Cal. 2001) (citing *Gadbois v. Bonte Foods, Ltd.*, [1988] 94 N.B.R. (2d) 21 at ¶ 34)).

In light of the above, no later than August 7, 2025, each party shall submit a letter setting forth its position as to whether additional briefing is warranted to address the proper interpretation

of the Subscription Agreement under Canadian law.

SO ORDERED.

Dated: August 5, 2025  
New York, New York



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Ronnie Abrams  
United States District Judge